

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF NEW YORK

AMANDA DAVIS, as Administrator
of the Estate of Shamar
Thompson, Deceased,

Plaintiff,

v.

Civil Action No.
04-CV-1337 (FJS/GHL)

UNITED STATES OF AMERICA,

Defendant.

STIPULATION FOR COMPROMISE SETTLEMENT
PURSUANT TO 28 U.S.C. § 2677

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff, Amanda Davis, as administrator of the estate of Shamar Thompson, and the UNITED STATES OF AMERICA, defendant, that the above-entitled action, brought pursuant to Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680, be settled and compromised on the following terms and conditions:

1. This is a compromise settlement of disputed claims and demands, and neither this Stipulation for Compromise Settlement nor the resulting compromise settlement shall constitute an admission of liability or fault on the part of the United States of America, its agencies, agents, servants or employees, as to any of the allegations in the pleadings in this action or otherwise. The parties stipulate and agree that the purpose of this compromise settlement is to bring this action to final and conclusive resolution.

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2. The United States of America, defendant, agrees to pay to the plaintiff, Amanda Davis, as administrator of the estate of Shamar Thompson, the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or his/her heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees. (Plaintiff's Certificate Of Appointment Of Fiduciary dated July 29, 2003, is attached as Exhibit A.)

3. Plaintiff, Amanda Davis, as administrator of the estate of Shamar Thompson, and his/her heirs, executors, administrators, or assigns, hereby agree to accept the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily

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and personal injuries, damage to property and the consequences thereof which he/she may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff or his/her heirs, executors, administrators or assigns further agree to indemnify and hold harmless the United States of America, its agents, servants and employees from any and all such causes of action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution of claims by the plaintiff or his/her heirs, executors, administrators or assigns against any third-party or against the United States, including claims for wrongful death.

4. It is also agreed, by and among the parties, that the settlement sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

5. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's

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fees for services rendered shall not exceed 25 per centum of the settlement amount.

6. Payment of the settlement amount shall be subject to an Order of the Surrogate's Court of the County of Onondaga and State of New York, or such other court of the State of New York, having competent jurisdiction of the settlement and the distribution of the proceeds thereof, if applicable.

7. Payment of the settlement amount will be made by a check drawn on the Treasury of the United States for Two Hundred Seventy Five Thousand Dollars (\$275,000.00) and made payable to Amanda Davis and DelDuchetto and Potter.

8. In consideration of the payment of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) as set forth above, plaintiff agrees that she will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

9. The parties agree that this Stipulation For Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

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10. By their signatures hereon, plaintiff, Amanda Davis, and counsel for plaintiff, certify that Amanda Davis is neither an infant nor incompetent for whom a guardian has been appointed.

Executed this 15 day of March, 2006.

Amanda Davis
Amanda Davis, As Administrator of
the Estate of Shamar Thompson

Thomas J. Potter, Esq.
Thomas J. Potter, Esq.
DeDuchetto, Potter Law Firm
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By:

William F. Markin 3/15/06
William F. Markin
Bar Roll No. 102013
Assistant U.S. Attorney
Attorney for the Defendant

SO ORDERED:

Frederick J. Scullin, Jr.
HON. FREDERICK J. SCULLIN, JR.
Chief, United States District Judge
Senior

Dated: March 22, 2006
Syracuse, New York